

224619

STATE OF SOUTH CAROLINA

(Caption of Case)

BEFORE THE
PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA

TRANSPORTATION COVER SHEET

DOCKET

NUMBER: 2010-106-T

(Please type or print)

Submitted by: Lisa Stevens / SC Tariff Bureau SC Bar Number: _____
 Address: P.O. Box 926 Telephone: 803-404-5502
Blythe Wood, SC 29016 Fax: 803-754-4892
 Other: _____
 Email: lisa.stevens@smithdreyer.com

NOTE: The cover sheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for use by the Public Service Commission of South Carolina for the purpose of docketing and must be filled out completely.

DOCKETING INFORMATION (Check all that apply)

☐ Emergency Relief demanded in petition ☐ Request for item to be placed on Commission's Agenda expeditiously

☐ Other: _____

INDUSTRY (Check one)	NATURE OF ACTION (Check all that apply)			
<input type="checkbox"/> Electric	<input type="checkbox"/> Affidavit	<input type="checkbox"/> Letter	<input type="checkbox"/> Request	
<input type="checkbox"/> Electric/Gas	<input type="checkbox"/> Agreement	<input type="checkbox"/> Memorandum	<input type="checkbox"/> Request for Certificatio	
<input type="checkbox"/> Electric/Telecommunications	<input type="checkbox"/> Answer	<input type="checkbox"/> Motion	<input type="checkbox"/> Request for Investigator	
<input type="checkbox"/> Electric/Water	<input type="checkbox"/> Appellate Review	<input type="checkbox"/> Objection	<input type="checkbox"/> Resale Agreement	
<input type="checkbox"/> Electric/Water/Telecom.	<input type="checkbox"/> Application	<input type="checkbox"/> Petition	<input type="checkbox"/> Resale Amendment	
<input type="checkbox"/> Electric/Water/Sewer	<input type="checkbox"/> Brief	<input type="checkbox"/> Petition for Reconsideration	<input type="checkbox"/> Reservation Letter	
<input type="checkbox"/> Gas	<input type="checkbox"/> Certificate	<input type="checkbox"/> Petition for Rulemaking	<input type="checkbox"/> Response	
<input type="checkbox"/> Railroad	<input type="checkbox"/> Comments	<input type="checkbox"/> Petition for Rule to Show Cause	<input type="checkbox"/> Response to Discovery	
<input type="checkbox"/> Sewer	<input type="checkbox"/> Complaint	<input type="checkbox"/> Petition to Intervene	<input type="checkbox"/> Return to Petition	
<input type="checkbox"/> Telecommunications	<input type="checkbox"/> Consent Order	<input type="checkbox"/> Petition to Intervene Out of Time	<input type="checkbox"/> Stipulation	
<input checked="" type="checkbox"/> Transportation	<input type="checkbox"/> Discovery	<input type="checkbox"/> Prefiled Testimony	<input type="checkbox"/> Subpoena	
<input type="checkbox"/> Water	<input type="checkbox"/> Exhibit	<input type="checkbox"/> Promotion	<input checked="" type="checkbox"/> Tariff	
<input type="checkbox"/> Water/Sewer	<input type="checkbox"/> Expedited Consideration	<input type="checkbox"/> Proposed Order	<input type="checkbox"/> Other: _____	
<input type="checkbox"/> Administrative Matter	<input type="checkbox"/> Interconnection Agreement	<input type="checkbox"/> Protest		
<input type="checkbox"/> Other:	<input type="checkbox"/> Interconnection Amendment	<input type="checkbox"/> Publisher's Affidavit		
	<input type="checkbox"/> Late-Filed Exhibit	<input type="checkbox"/> Report		

**SCTB TARIFF NO. 6
CANCELS
SCTB TARIFF NO. 5**

SOUTH CAROLINA TARIFF BUREAU, INC.

MOTOR FREIGHT TARIFF NO. 6

JOINT AND LOCAL RATES

APPLYING ON

HOUSEHOLD GOODS

**TRAFFIC HAVING ORIGIN, DESTINATION AND ENTIRE
TRANSPORTATION WITHIN THE STATE OF SOUTH CAROLINA**

HOUSEHOLD GOODS TARIFF

EFFECTIVE July 1, 2010

ISSUED BY:

SOUTH CAROLINA TARIFF BUREAU, INC.

LISA STEVENS EXECUTIVE DIRECTOR

P.O. BOX 926

BLYTHEWOOD, SC 29016

PHONE 803.754.4402 FAX 803.754.4892

Communication regarding provisions published herein should be addressed to the traffic official of the carrier's party to this tariff. © SCTB, Inc.

RECEIVED

SCTB, TARIFF NO. 6
GENERAL RULES AND REGULATIONS

TABLE OF CONTENTS

<u>RULES & REGULATIONS</u>	<u>RULE</u>	<u>PAGE</u>
Alternate Charges.....	24.....	12
Articles Liable to Cause Damage.....	13.....	8
Articles of High or Extraordinary Value	12.....	8
Attempted Delivery	17.....	10
Basis of Weight.....	4.....	5
Claims.....	19.....	10
Commodity Description.....	32.....	14
Complete Article (defined)	11.....	8
Computing Charges	23.....	12
Consolidated Shipments	7.....	7
Declaration of Value	3.....	4
Disposition of Fractions.....	21.....	12
Expedited Service.....	5.....	5
Extra Pick-Up or Delivery.....	6.....	7
Governing Publications	1.....	4
Handling of Heavy Articles.....	15.....	8
Hoisting or Lowering	30.....	14
Hourly Rates	22.....	12
Impractical Pick-up or Delivery and Auxiliary Services.....	29.....	13
Inspection of Articles.....	14.....	8
Liability on Ready to Assemble Furniture.....	33.....	15
Loading and Unloading	8.....	7
Marking and Packing	10.....	8
Minimum Charge	25.....	12
Payments.....	20.....	11
Property Subject to Uniform HHG B/L.....	2.....	4
Reissued Items or Pages.....	26.....	13
Re-Weighing and Notification of Charge Expense	27.....	13
Rigging Service.....	31.....	14
Servicing Special Articles.....	28.....	13
Shipments on Tour	18.....	10
Storage-In-Transit.....	16.....	9
Valuation Charges	9.....	7

<u>ADDITIONAL CHARGES</u>	<u>ITEM</u>	<u>PAGE</u>
Auxiliary Service	155.....	21
Bulky Articles	100.....	17
Elevators or Stair Carry Charge	170.....	22
Extra Pick-up or Delivery	120.....	20
Front Load Washers.....	106.....	19
Labor Charges	130.....	20
Laden Freezer	105.....	19
Long Carry	180.....	22
Overtime Labor Charges.....	135.....	20
Overtime Loading and Unloading	160.....	21
Packing and Unpacking	110.....	19
Piano or Organ Carry.....	140.....	20
Plasma TV.....	116.....	20
Waiting Time.....	150.....	21
Weight Additives	100.....	18
Wrapping and/or Metal Banding	115.....	20
<u>TRANSPORTATION CHARGES</u>	<u>ITEM</u>	<u>PAGE</u>
Rates per Hour	300.....	23
Transportation Rate Schedule		24
Fuel Matrix	190.....	25

ABBREVIATIONS AND REFERENCES

<u>Abbreviation or Reference</u>	<u>Explanation</u>
AAA	Automobile Association of America
Chg.	Charge
Cu.	Cubic
COD	Collect on Delivery
Ft.	Foot/Feet
Incl.	Inclusive
Lb.	Pounds
Min.	Minimum
MF	Motor Freight
SCTB	South Carolina Tariff Bureau
SCPSC	South Carolina Public Service Commission

SCTB, Tariff No. 6

General Rules and Regulations

Governs all sections of this tariff unless otherwise provided within individual sections. Except as otherwise provided herein the rates names in this tariff include one pick-up and loading at point of origin and on delivery and unloading at point of destination.

Rule 1 GOVERNING PUBLICATIONS

Governed excepted as otherwise provided herein by:

Household Goods Mileage Guide No. 19, supplements thereto or subsequent reissues thereof. Any dispute as to mileage shall be referred to the South Carolina Public Service Commission for determination.

Rule 2 PROPERTY SUBJECT TO UNIFORM HOUSEHOLD GOODS BILL OF LADING

- a. Unless otherwise provided, when property is transported subject to the provisions of this tariff, or as amended, the acceptance and the use of the Uniform Bill of Lading as attached hereto and made a part hereof is required.
- b. The rates shown herein are reduced rates conditions upon the use of the Uniform Household Goods Bill of Lading, and in lieu thereof to have the carrier transport and property with carrier's liability limited only as provided by common law and by the laws of the United States and the several states insofar as they apply, but subject to the terms and conditions of the Uniform Household Goods Bill of lading insofar as they apply, but subject to the terms and the conditions are not inconsistent with such common carrier's liability; the rate charged therefore will be one hundred (100%) percent higher than the transportation rate contained in this tariff as would apply for such shipment if offered for transportation by a released value not exceeding sixty cents (.60) per pound per article. When the consignor elects not to accept any of the terms of such bill of lading he must give notice to the initial carrier of such election. The initial carrier must indicate the receipt of such notice by writing or stamping thereon a clause signed by the carrier reading: "In consideration of the higher rate charges, the property herein described will be carried and the services to be rendered hereunder will be performed, with the carrier's liability limited only as provided by law; but subject to the terms and conditions of this Bill of Lading insofar as they are not inconsistent with such common carrier's liability."

Rule 3 DECLARATION OF VALUE

- a. Shippers are required to state specifically, in writing, the agreed or declared value of the property.
- b. Valuations shall be declared in accordance with FMCSA released rates under MC-No.02, of January 29, 1936, and stated in cents or dollars and cents per pound per article.
- c. If shipper declines to declare the value or agree to a released value in writing, the shipment cannot be accepted.
- d. The agreed or declared value shall be deemed to relate to all services undertaken by the carrier for its agents and to each article separately and not to the shipment as a whole, and such agreed and declared value must be entered on the Bill of Lading in the following form:

THE AGREED OR DECLARED VALUE OF THE PROPERTY IS HEREBY SPECIFICALLY STATE BY THE SHIPPER TO BE NOT EXCEEDING \$_____ PER POUNDS PER ARTICLE.

- e. Shipper may declare, on specific articles, valuations in excess of value declared on the shipment; and each such article must be described and its excess declared value set forth in space provided on Bill of Lading.
- f. Carrier may provide replacement cost coverage at an additional cost.

Rule 4 BASIS OF WEIGHT

- a. The tare weight of each vehicle used in the transportation of household goods shall be determined by having it weighed prior to the transportation of each shipment, without the crew thereon, by a certified weigh master or on a certified scale, and when so weighed the gasoline tank on each such vehicle shall be full and the vehicle shall contain all blankets, pads chains, dollies, had trucks, and other equipment needed in the transportation of such shipment. Each carrier shall retain in the vehicle subject to inspection, a weigh master's certificate of weight tickets as each such vehicle showing the tare weight, a date weighed, and a list of such equipment.
- b. After the vehicle has been loaded it shall be weighed, without the crew thereon, prior to delivery of the shipment and the net weight shall be determined by deducting the tare weight from the loaded weight, except that in instances where no adequate scale is located at origin or at any point within a radius of ten (10) miles thereof, a constructive weight, based on seven (7) pounds per cubic foot of property loaded van space, may be used. The gross weight, tare weight, and net weight, or the constructive weight, shall be shown on the Bill of Lading and Freight Bill.
- c. In the transportation of part loads this rule shall apply in all respects except that the gross weight of a vehicle containing one or more part subsequently loaded thereon, and a part load for any one shipper, not exceeding one thousand (1,000) pounds, may be weighed on a certified scale prior to being loaded on a vehicle, such part load to be accompanied by a weight ticket evidencing such weighing.
- d. All tare, gross, actual or constructive weights, shall be properly certified to, by the person or persons who ascertain such weights.

Rule 5 EXPEDITED SERVICE

- a. Expedited Service as used herein means tendering delivery of shipment less than five thousand (5,000) pounds on or before a specific date.
- b. Subject to the availability of equipment for the particular service desired, shippers may obtain expedited service on a shipment of less than five thousand (5,000) pounds and transportation charges shall be computed on the basis of five thousand (5,000) pounds and tariff rates applicable to five thousand (5,000) pounds. The carrier shall not be required to provide exclusive use of vehicle under this paragraph. For exclusive use of vehicle refer to paragraph three (3) of this item.

Bill of Lading and Freight Bill to be marked or stamped:

EXPEDITED SERVICE ORDERED BY SHIPPER
SHIPMENT MOVING AT WEIGHTPOUNDS
ACTUAL WEIGHTPOUNDS
DATE AND HOUR OF LOADING.....DATE & TIME
DELIVERY (TENDER) ON OR BEFOREDATE

- c. Except in case of the fault of the shipper, in the event the shipment is not tendered for delivery on or before the delivery date, this item shall not apply. In such case, the charges for the shipment shall be subject to all other applicable rules and provisions of this tariff.
- d. Subject to the availability of equipment for the particular service desired, a shipment, the displacement of which completely occupies the loading space of a single vehicle, or the peculiar character of which otherwise prevents its transportation with other shipment on the same vehicle will be accepted at charges computed on the actual weight subject to a minimum weight based on 7 (seven) pounds per cubic foot of total vehicle space.

Bill of Lading and Freight Bill to be marked or stamped;

COMPLETE OCCUPANCY OF SINGLE VEHICLE ORDERED BY SHIPPER
SHIPMENT MOVING AT A WEIGHT OF _____ POUNDS
ACTUAL WEIGHT _____ POUNDS

- e. Subject to the availability of equipment for the particular service required, a shipper may obtain the exclusive use of a single vehicle by accepting charges for the full capacity of such vehicle, such charges to be based on actual weight subject to a minimum weight based on 7 (seven) pounds per cubic foot of total vehicle space.

Bill of Lading and Freight Bill to be marked or stamped:

EXCLUSIVE USE OF A SINGLE VEHICLE ORDERED BY SHIPPER
SHIPMENT MOVING AT WEIGHT OF _____ POUNDS
ACTUAL WEIGHT _____ POUNDS

- f. Subject to availability of equipment, shipper may reserve a portion of the capacity of a vehicle by ordering a specific quantity of space, in units of 100 (one hundred) cubic feet. And accepting transportation charges based on actual weight of shipment subject to minimum transportation charges as follows:

200 cubic feet or fewer	1,400 pounds
More than 200 cubic feet	700 pounds per 100 cubic feet units ordered

Bill of Lading or Freight Bill to be marked or stamped:

SPACE RESERVATION _____ CU. FT. ORDERED

- g. Expedited Service, Exclusive Use of Vehicle, or Space Reservation for a portion of a vehicle, will be furnished by carrier only when shipper or his agent request such service in writing or signed Bill of Lading, indicating that such specific service was ordered.

Note: All shipments subject to weighing provisions as provided in Rule 4.

Rule 6 **EXTRA PICK-UP OR DELIVERY**

Subject to Rule 7 portions of a shipment may be picked-up at one or more places enroute between origin and destination. Charges will be for the total weight or entire shipment for total distance from farthest point origin to ultimate destination. The total charges for picked-up or delivered portions shall not, in any case exceed the total charges as would apply if computed to each portion as a separate shipment. A charge for each extra pick-up or delivery will apply, (see Item 120 for application).

Rule 7 **CONSOLIDATED SHIPMENTS**

- a. Property of two or more families or establishments located at different addresses will not be accepted for transportation as a single shipment. Such property must be handled from each address as a separate shipment on a separate Bill of Lading.
- b. The name of only one shipper and one consignee shall appear on one Bill of Lading, but the Bill of Lading may also specify the name of a party to notify of the arrival of the shipment at destination.

Rule 8 **LOADING AND UNLOADING**

Except as otherwise provided herein, if shipment is delivered to or picked-up at a warehouse, the rates for transportation include only the unloading or loading at door, platform, or other point convenient or accessible to the vehicle.

Rule 9 **VALUATION CHARGES (SUBJECT TO RULE 3)**

VALUATION CHARGES provided for in this item, WILL APPLY UNLESS SHIPPER EXPRESSLY RELEASES THE SHIPMENT TO A VALUE NOT TO EXCEED SIXTY (60) CENTS PER POUND PER ARTICLE.

1. On shipments declared or deemed released to a value equal to or exceeding \$1.25 time the actual total weight (in pounds) of the shipment, the following valuation charges will apply:
 - a) ON ALL SHIPMENTS WITH A RELEASE VALUE - For each \$100.00 or fraction thereof, of released value or declared value – .90 per \$100.00.
 - b) ON ALL SHIPMENTS WITH REPLACEMENT COVERAGE - Rates available from Individual carrier as stated in Rule 3.
2. ON SHIPMENTS OR PORTIONS THEREOF WHICH ALSO INVOLVE STORAGE-IN-TRANSIT, the following additional valuation charges will apply:
 - a) FOR EACH STORAGE period of 30 (thirty) days or fraction thereof, the additional charge for SIT valuation will be 15(fifteen) percent of the Transportation valuation

NOTE: If the shipper wished to avoid these additional charges, he must agree that if any articles are lost or damaged, the carrier's liability will not exceed 60 (sixty) cents per pound for the actual weight for any lost or damaged article or articles in the shipment.

Rule 10 MARKING AND PACKING

- a. Articles of fragile or breakable nature must be properly packed.
- b. Packages containing fragile articles or articles consisting wholly or in part of glass when packed by the shipper or his agent, must be marked by plain and distinct letters, designating the fragile character or contents.
- c. When the articles of furniture, consisting wholly or in part of glass is covered or wrapped by the shipper or his agents, such articles shall be wrapped in a manner to clearly expose glass surfaces or glass portions.
- d. When articles are improperly packed, crated or boxed and by reason thereof the contents are more susceptible to damage carrier will arrange to have such articles properly packed at charges as shown in this tariff.

Rule 11 COMPLETE ARTICLE (Defined)

Each shipping piece or package and contents thereof shall constitute an article. The total component parts of any article taken apart or knocked down for handling or loading in vehicle shall constitute an article.

Rule 12 ARTICLES OF HIGH OR EXTRAORDINARY VALUE

Unless otherwise provided, the following property will not be accepted for Shipment: Bank bills, coins or currency, deeds, notes, drafts or valuable papers of any kind, jewelry, postage stamps, stamp collections, revenue stamps, redeemable trading stamps, letters or packets of letters, precious stones, or article or peculiarly inherent or extraordinary value; precious metals or articles manufactured there from. Should such articles come into the possession of the carrier with or without his knowledge, responsibility for safe delivery will not be assumed.

Rule 13 ARTICLES LIABLE TO CAUSE DAMAGE

- 1) Carrier will not accept for shipment property liable to impregnate or otherwise damage equipment or other property.
- 2) The carrier will not accept for shipment articles, which cannot be taken from the premises without damage to the article or the premises.

Rule 14 INSPECTION OF ARTICLES

When carrier or his agent believes it is necessary that the contents or packages be inspected, he shall make or cause such inspection to be made or require other sufficient evidence to determine the actual character of the property.

Rule 15 HANDLING OF HEAVY ARTICLES

Except as otherwise specifically provided in this tariff, or as amended, the services covered by this tariff do not include the handling, loading or unloading of any single article weighing 600 (six hundred) pounds or more except pianos. The extra handling, loading, or unloading in every instance must be provided by the shipper or if the carrier has additional personnel and equipment available, such extra services upon such articles must be securely braced and blocked, and when such bracing or blocking require material not forming part of the regular equipment of the vehicle, or extra labor, such material must be furnished by the shipper. (Subject to Item 100)

Rule 16 STORAGE-IN-TRANSIT

1. STORAGE-IN-TRANSIT of household goods is the holding of a shipment in the warehouse of carrier or carrier's agent for storage pending further transportation. This service will be performed only upon request of shipper and subject to the following provisions:
 - a. Carrier may require payment of accumulated transportation and accessorial charges when transit shipment is delivered to temporary storage warehouse.
2. Shipments moving under this rule may be stored in transit only once and for a period not to exceed 180 (one hundred eighty) days from date of delivery to warehouse. When instructions for further transportations are not given prior to the expiration of 180 (one hundred eighty) day period, the in-transit character of the shipment will cease and the warehouse shall be considered the final destination of the shipment. When shipment remains in storage after the expiration of the 180 (one hundred eighty) days all accumulated transportation or accessorial charges must be paid unless previously collected in accordance with paragraph (a).
3. If the STORAGE-IN-TRANSIT warehouse is located in neither original point of origin or final destination of shipment, transportation charges shall be assessed upon the basis of applicable rate published in tariff from initial point of pick-up to STORAGE-IN-TRANSIT warehouse, plus applicable rate in tariff from STORAGE-IN-TRANSIT warehouse to point of final destination.
4. Pick-up and delivery transportation rate on STORAGE-IN-TRANSIT shipments (subject to 1,000 pound minimum) via:

WEIGHT GROUP	PER CWT. CHARGE	BREAKPOINT
0 - 2000 POUNDS*	\$17.15	1668
2,001 - 3,999	\$14.30	3810
4,000 LBS OR MORE	\$13.60	

* When point of pick-up or delivery and warehouse are both located within same municipality or within a distance of 30 (thirty) miles or less. Pick-up and delivery charges on shipments traveling 31 (thirty-one) miles or more between points of origin or destination and warehouse, apply transportation rate stipulated in transportation rate schedule.

5. In addition to applicable transportation rate and accessorial charges the following storage charges shall be assessed on shipments handled under the provision of this rule: **\$3.80** per 100 pounds for each 30 (thirty) days or fraction thereof, subject to a minimum charge based on 2,000 (two thousand) pounds per shipment.
6. Shipper or owner upon proper notice in writing to carrier before shipment is removed from STORAGE-IN-TRANSIT warehouse and prior to expiration of 180 (one hundred eighty) days storage period provided herein may change final destination originally shown on BILL OF LADING.
7. When a shipment is stored in transit under the provisions of this rule the carrier shall promptly furnish the shipper:

- a. An itemized list of all articles stored showing the conditions when received in the warehouse, such list to make a reference by number or otherwise to the BILL OF LADING covering the shipment.
 - b. An itemized list of all articles stored showing condition when removed from the warehouse, such list to make reference by number or otherwise to the BILL OF LADING covering said shipment.
 - c. The dates on which shipment was received at and removed from STORAGE-IN-TRANSIT warehouse.
 - d. The dates when all charges were paid.
8. A warehouse handling charge of **\$4.40** per 100 pounds, subject to a minimum charge based on 2,000 (two thousand) pounds per shipment, shall apply on all STORAGE-IN-TRANSIT shipments, such charges to be assessed only once except as noted in Rule 17.
9. Holding Fee- \$150.00 per day with a 5 day maximum

Rule 17 ATTEMPTED DELIVERY

1. Compensation to the carriers for attempted delivery to residence from STORAGE-IN-TRANSIT when failure to deliver is not the fault of carrier, will be as follows:
- a. Mileage from warehouse to residence: If total mileage is 30 (thirty) miles or less, pick-up or delivery transportation rates on STORAGE-IN-TRANSIT shipments will apply.
 - b. If total mileage is greater than 30 (thirty) miles, the transportation rate in the applicable line-haul rate table will apply.
 - c. Warehouse Handling: A second warehouse handling charge will apply if the shipment is again placed into STORAGE-IN-TRANSIT. **NOTE:** If the shipment remains on the vehicle until delivery, this additional warehouse handling charge will not apply.
 - d. Waiting Time: The provisions of Item 150 will apply if carrier is required to wait at residence.
 - e. STORAGE-IN-TRANSIT: If property is again placed into STORAGE-IN-TRANSIT, the same SIT control number will apply. Storage charges will continue at the additional monthly rate.

Rule 18 SHIPMENTS ON TOUR

One or more articles making up a shipment intended for the use of display at various points or places when shipments require the exclusive use of a vehicle to transport such property, and which requires the carrier to allow for delay necessary for shipper to use or display the property before reloading and moving to next point or place scheduled for such use. If display, shall constitute a combination of charges between each stopping point at the rates as would ordinarily apply on a completed shipment between such points. If display, shall constitute a combination of charges between each stopping point, the rates that would ordinarily apply on a completed shipment between such points shall be used.

Rule 19 CLAIMS

Section 1

- a. Any claim for loss, damage, or overcharge shall be in writing and filed with the carrier within ninety (90) days after delivery. As a condition precedent to any claim adjustment or payment, said claim shall be accompanied by the original paid Bill if

not previously surrendered to the carrier. Carrier may require certified or sworn statement of claim.

- b. Carrier shall be immediately notified for all claims for concealed and/or external damage and shall be given reasonable opportunity to inspect alleged external damage or concealed damage in the original package. It is incumbent upon the carrier or the designated agent of the carrier to inspect any and all reported damage and to provide for repairs or compensation based in the level of liability selected. If damage is alleged to have occurred to the shipper's dwelling or surrounding, for example but not limited to, damage to walls, floors, steps ceilings, rails, doors, driveway, lawn, fence, patio or garage, is the carriers liability or that of his designated agent to inspect the alleged damage. If such damage is determined to be transit related, it is the carrier's obligation to repair or restore to original condition or to otherwise make whole by compensation. Transit related damage occurring to a shippers dwelling or surrounding area is not covered by the Shipper's Declaration of Value. Any claim for property loss and/or damage must be reported within 48 hours of delivery/loading.
- c. The carrier's liability shall not exceed the cost of repairing or replacing the lost or damaged property with material of like kind and quality. It shall also not exceed the actual cash value of the property at the time and place of loss, but in no event to exceed the released value as determined under rule 9. Replacement or repairing will be determined by the lesser of the two amounts.
- d. The carrier shall not be liable for loss or damage occurring after the property has been delivered to or receipted for by the consignee or shipper or authorized agent of either. When the carrier is directed to unload or to deliver the property (or render any services) at a place at which the consignee or its agent is not present, the property shall be at risk of the owner after unloading or delivery.
- e. Where the carrier is directed to load property from (or render any service at) a place or places at which the consignor or its agent is not present, the property shall be at risk of the owner before loading.
- f. The carrier's liability with regards to sets and matched pieces shall be limited to repair or depreciated replacement of the lost or damaged piece or pieces only and shall not extend to repair , replacement or recovering of the entire set, but in no event to exceed the released value as determined under Rule 9.

Section 2

- a. Any carrier or party liable on account of loss or damage to any said property shall have the full benefit of any insurance that may have been effected upon or account of said property so far as this shall not avoid the policies or contracts of insurance; provided that the carrier reimburse the claimant for the premium paid thereon. Any claim for property loss and/or damage shall be filed in writing within 2 business days after delivery.

Rule 20 **PAYMENTS**

- a. The carrier will not deliver or relinquish possessions of any property transported by it until tariff rates and charges thereon have been paid in cash, money order, or certified check, except where other satisfactory arrangements have been made between the carrier and the consignor or consignee.
- b. Nothing herein shall limit the right of the carrier to require, at time of or before shipment, the prepayment in part of in full or guarantee of the charges.
- c. Subject to the foregoing paragraphs, provision for payment of charges on STORAGE-IN-TRANSIT shipments is contained in Rule 16.

- d. The free credit period shall extend 7 (seven) days, excluding Saturdays, Sundays and legal holidays, in case of dispute as to the time of mailing, the postmark shall be accepted as showing such item.
- e. When carrier's bill has not been paid within the free credit period, credit shall automatically be extended to a total of 30 (thirty) calendar days, which shall include the free credit period, and shipper will be assessed a service charge by the carrier equal to one and a half percent of the amount of the carrier's bill, subject to a \$17.65 minimum charge to such extension of the credit.
- f. Carrier's bill will state separately, the total charges due during both the free credit period and the extended credit period.
- g. Credit Card payments will be assessed a 2% charge for the use of the Credit Card

Rule 21 DISPOSITION OF FRACTIONS

Unless otherwise provided, to dispose of fractions in computing a charge, rates will be rounded to the nearest nickel.

Rule 22 HOURLY RATES

Charges based on time shall be computed by multiplying the hourly rate by the time involved. Fractions of an hour will be disposed of as follows: Where the time involved is less than 15 (fifteen) minutes the charge shall be for one quarter of an hour. When in excess of 15 (fifteen) minutes but not more than 30 (thirty) minutes charge for one-half hour. When in excess of 30 (thirty) minutes but not more than 45 (forty five) minutes charge for three-quarters of an hour. When in excess of 45 (forty five) minutes charge for one hour.

Rule 23 COMPUTING CHARGES

Unless otherwise provided herein where rates are stated in amounts per hundred pounds charges shall be computed by multiplying the total weight involved by the rate shown for a hundred pounds.

Rule 24 ALTERNATE CHARGES

The total transportation charge on any shipment shall not exceed the charge as would apply on the same shipment under the next greater unit of weight at rate applicable to such next greater unit of weight.

To illustrate: A shipment weighing (use lowest weight in next higher bracket):
 1,750 pounds, distance 100 miles, rate \$43.40 ----- \$759.50
 2,000 pounds, distance 100 miles, rate \$35.95 ----- \$719.00

Rule 25 MINIMUM CHARGE

Except as may be otherwise specifically provided for in this tariff or as amended, a shipment weighing less than 1,000 (one thousand) pounds shall be accepted only at a weight of 1,000 (one thousand) pounds and at the applicable rate shown for 1,000 (one thousand) pounds.

Rule 26 REISSUED ITEMS OR PAGES

Reference made herein to items or pages in this tariff include reference to reissue of such items or pages. Reference to other tariffs shall include reissues or amendments thereto.

Rule 27 RE-WEIGHING AND NOTIFICATION OF CHARGE EXPENSE

The carrier, upon request of shipper may, prior to the delivery and when practical to do so, re-weigh the shipment. The charge for re-weighing, if applicable, shall be \$57.45. If the net re-weigh is at least 120 (one hundred twenty) pounds less than the initial net weight, the re-weigh shall be used for determining applicable rates and charges and the re-weigh charge will not apply.

Rule 28 SERVICING SPECIAL ARTICLES

1. The transportation rates in this tariff do not include servicing or de-servicing articles or appliances such as refrigerators, deep freezers, cabinets, non-front loading washing machines, non plasma television sets, air conditioners, and the like, which if not properly serviced, may be damaged in, or incident to, transit; nor is liability assumed for any such damage unless said articles or appliances are serviced and de-serviced as provided in (a) or (b) below.
 - a. Upon request of shipper, owner or consignee of the goods, carrier will subject to (b) below, service such articles and appliances at origin for the additional charge of **\$20.40** per first unit; service and/or de-service each additional unit at a charge of **\$13.55**; and will de-service such articles and appliances at destination for the additional charge of **\$13.55** per unit. Such servicing and de-servicing does not include removal or installation of articles secured to the premises; or plumbing, electrical or carpentry services necessary to disconnect, remove, connect and install such articles and appliances.
 - b. If carrier does not possess the qualified personnel to properly service and de-service articles or appliances, carrier will upon request of shipper, owner, or consignee and as agent for them, engage third persons to perform the servicing and de-servicing. When third persons are engaged by the carrier to perform any service, the carrier will not assume responsibility for their activities or conduct, amount of their charges, nor the quality or quantity of service furnished.
 - c. All charges of the third persons must be paid by the shipper, and are in addition to all other charges in this tariff. Such charges will be advanced by the carrier, and billed as an advanced charge.

Rule 29 IMPRACTICAL PICK-UP OR DELIVERY AND AUXILIARY SERVICES

- a. It is the responsibility of the shipper to make shipment accessible to carrier or accept delivery from carrier at a point at which the road haul vehicle may be safely operated.
- b. When it is physically impossible for carrier to perform pick-up of shipment at origin address or to complete delivery of shipment at destination address with normally assigned road haul equipment, due to the structure of the building, its inaccessibility by highway, inadequate or unsafe public or private road, overhead obstructions, narrow gates, sharp turns, trees, shrubbery, the deterioration of roadway due to rain, flood, snow, or nature of an article or articles included in the shipment, the carrier shall hold itself available at point of pick-up or tender delivery at destination at the nearest point of approach to the desired location where the road haul equipment can be made safely accessible.

- c. Upon request of the shipper, consignee or owner of the goods, the carrier will use or engage smaller equipment than its normal road haul equipment or provide extra labor for the purpose, if possible of accomplishment, or transferring the shipment between the residence and the nearest point of approach by the carrier's road haul equipment. Charges for this auxiliary service to cover labor and additional vehicle (if used) will be as provided in Item 130, 135 and 150 and shall be in addition to all other transportation or accessorial charges.
- d. If the shipper does not accept the shipment at nearest point of safe approach by carrier's road haul equipment to the destination address, the carrier may place the shipment, or any part thereof not reasonably possible for delivery, in storage at the nearest available warehouse of the warehouse of the carrier, or, at the option of the carrier, in a public warehouse, subject to a lien for all lawful charges. The liability on the part of the carrier will cease when the shipment shall be considered as having been delivered.
- e. Transportation charges to cover the movement of shipment or part thereof from point which it was originally tendered to warehouse location shall be computed on basis of weight of shipment of that part of shipment stored in warehouse, subject to applicable rate as provided in tariff from point at which it was originally tendered. All accrued charges on the shipment or any part thereof shall be due and payable upon delivery of same, to the warehouse. Any subsequent movement from warehouse shall constitute a new shipment.

Rule 30 HOISTING OR LOWERING

Hoisting or lowering service will be performed only at points where carrier possesses necessary equipment and experienced personnel to perform such service. Otherwise, upon request of shipper, consignee, or owner will endeavor to arrange for qualified service, if available, at the expense of the shipper, consignee or owner of the goods. In such instances, the carrier will not be responsible for damage to shipment or property.

Rule 31 RIGGING SERVICE

When, because of the size or nature of the lading, it is necessary to utilize the services of a rigger, such service must be provided by the shipper, consignee or owner of the goods. If requested by shipper, consignee or owner, carrier will, as agent for them and at their expense, arrange for such rigging service, if available, but carrier assumes no responsibility for the activities or conduct of third persons, amount of their charges nor the quality or quantity of service furnished.

Rule 32 COMMODITY DESCRIPTION

The classification of property to which rates, rules and regulations apply to that class of property designated by the Interstate Commerce Commission in Ex Parte No. MC-19 as a commodity under the following description:

1. **HOUSEHOLD GOODS.** *This group includes personal effects and property used or to be used in a dwelling and similar property if the transportation of such effects or property is:*
 - a) *Arranged and paid for by the householder including transportation of property from a factory, or store when the property is purchased by the householder with intent to use in his or her dwelling, or*
 - b) *Arranged and paid for by another party."*

All property transported under the commodity description as set forth above shall be subject to the minimum weights, rates, and charges, as set forth in this tariff, or as amended.

Rule 33 **LIMITATION OF LIABILITY ON READY TO ASSEMBLE FURNITURE**
(Made from Press board, particle board, engineered wood or ready to assemble)

- a) Ready to assemble furniture is defined as meaning furniture manufactured from pressboard, particle board, engineered wood or similar materials which is shipped from the manufacturer in the knocked down "KD" or knocked down flat "KDF" condition to be assembled by the retail store, reseller or end user. Most is not designed with the extra wood structural pieces to adequately brace the unit for movement out of or into a residence, nor the normal truck vibration, even in air-ride trailers. It is not constructed to withstand the normal stress of a move as an assembled unit. Assembly instructions frequently suggest that the connecting hardware pieces be glued in place. This does not significantly improve the structural integrity of the pieces, but does make disassembly impossible without creating substantial, un-repairable damage.
- b) When a shipper elects to ship an article as defined above, and notwithstanding the language contained in the 'Notice' below, in no case shall the liability of the carrier exceed \$0.30 (thirty cents) per pound per article or \$50.00 (fifty dollars) per article, whichever is greater.
- c) Prior to the movement of a shipment of household goods/office furniture, the carrier shall give the shipper a notice containing the language outlined below and receive back the original signed copy.

NOTICE

**LIMITATION OF LIABILITY ON
PRESSBOARD, PARTICLE BOARD and/or
ENGINEERED WOOD FURNITURE**

Furniture manufactured from pressboard, particleboard and/or engineered wood is designed to go into a box from the manufacturer to the retailer and then to the end user unassembled. It is not constructed to withstand the normal stress of a move as an assembled unit. Most is not designed with the extra wood structural pieces to adequately brace the unit for movement out of or into a residence, nor the normal truck vibration even in air-ride trailers. Usually chips or dents are not repairable. Surface impressions can be made on the furniture when writing on a single piece of paper. Assembly instructions frequently suggest that the connecting hardware pieces be glued in place. This does not significantly improve the structural integrity of the pieces, but does make disassembly impossible without creating substantial, un-repairable damage.

Option 1 – I/we choose to disassemble all pressboard, particleboard and/or engineered wood furniture prior to the move. I/we assume all responsibility for damage to the pressboard, particleboard and/or engineered wood furniture, which may occur during the disassembly of the furniture.

Option 2 – I/we have engaged the services of another individual or company to disassemble all pressboard, particleboard and/or engineered wood furniture prior to the move. I/we assume all responsibility for damage, which may occur to the pressboard, particleboard and/or engineered wood furniture during the disassembly of the unit(s).

Option 3 – I/we am/are tendering furniture constructed of pressboard, particleboard and/or engineered wood furniture fully assembled as part of our move. I/we understand that any claim for damage to the pressboard, particle board and/or engineered wood furniture may be denied due to inherent vice, based upon the fact that fully assembled pressboard, particle board and/or engineered wood furniture is inherently susceptible to damage as outlined above.

Shipper, owner or consignee must select option 1, 2 or 3.

Shipper, owner or consignee

Date

RATES AND CHARGES FOR ACCESSORIAL SERVICES

ITEM NO.	SERVICE	PER	RATES
100	<u>BULKY ARTICLES, LOADING AND UNLOADING CHARGES AND WEIGHT ADDITIVES:</u> When a shipment includes bulky articles as named below, the following additional loading and unloading charge or weight additive will apply:		
	<u>LOADING AND UNLOADING CHARGES</u> include BOTH loading and unloading services and the handling and blocking of such articles and applies each time loading and unloading service is required including shipments requiring STORAGE-IN-TRANSIT (except for carriers convenience.)		
	<u>AUTOMOBILES, TRUCKS OR VANS,</u> INCLUDE dune Buggies and all terrain and specialty motor vehicles, which for the purpose of this item shall be classified as an automobile	EACH	\$124.95
	<u>MOTORCYCLES</u> of 250cc and over	EACH	\$ 78.20
	<u>BOATS, CANOES, SKIFFS, LIGHT ROWBOATS, KAYAKS, SAILBOATS AND BOAT TRAILERS</u> (see weight additives below)		
	<u>FARM EQUIPMENT/IMPLEMENTS IN EXCESS OF 100 CU. FT.</u>	EACH	\$195.30
	<u>TRACTORS AND RIDING MOWERS</u> of 24 horsepower and over	EACH	\$ 93.70
	<u>TRACTORS AND RIDING MOWERS</u> of less than 25 horsepower	EACH	\$ 62.50
	<u>SNOWMOBILES OR RIDING GOLF-CARTS</u>	EACH	\$ 62.50
	<u>TRAILERS,</u> including utility and pop-up trailers (except farm trailers in excess of 100 cu. ft) and except boat trailers, travel clamper trailer/mini-mobile homes, (see weight additives below)	EACH	\$ 70.35
	<u>CAMPERS, UNMOUNTED ON TRUCKS,</u> designed for carriage on pick-up trucks (except travel camper trailers/mini-mobile homes (see weight additives below.	EACH	\$179.65
	<u>CAMPERS, MOUNTED ON PICK-UP TRUCKS,</u> apply above charge for trucks (except travel camper trailer/mini-mobile homes) see weight additives below		
	<u>PLAYHOUSES, TOOL SHEDS, UTILITY SHEDS</u> (transported set-up, not dismantled) in excess of 100 cu. ft.	EACH	\$117.15
	<u>BATH OR HOT TUBS, SPAS, WHIRLPOOL BATHS, JACUZZIS</u> (transported set-up, not dismantled) in excess of 100 cu. ft.	EACH	\$117.15
	<u>SATELLITE TELEVISION/RADIO RECEIVING DISCS/DISHES, INCLUDING MOUNTS, STANDS, AND ACCESSORIAL EQUIPMENT:</u> DISC/DISH OUTSIDE DIAMETER 4 feet or less Over 4 feet to 8 feet Over 8 feet to 12 feet Over 12 feet	EACH EACH EACH EACH	\$ 62.50 \$ 93.75 \$140.60 \$218.70
	<u>GRANDFATHER CLOCKS</u> under 5 feet tall (transported set-up not dismantled)	EACH	\$ 31.25
	<u>GRANDFATHER CLOCKS</u> 5 feet tall and over (transported set-up not dismantled)	EACH	\$ 54.70

	WIDESCREEN TV – over 40" diagonally	EACH	\$ 88.20
--	--	-------------	-----------------

WEIGHT ADDITIVES

1. When shipment includes travel camper trailers/mini-mobile homes (other than utility and pop-up trailers), airplanes, boat, light rowboat, kayak, canoe, glider (except hang glider), skiff, sailboat and/or boat trailer, the transportation charges will be based on the net scale weight of the shipment, plus a weight additive calculated in accordance with table below:

AIRPLANES OR GLIDERS (EXCEPT HANG GLIDERS)	120 POUNDS PER LINEAR FOOT OF TOTAL LENGTH OF THE FUSELAGE
CANOES, SKIFFS, LIGHT ROWBOATS AND KAYAKS 14 FEET AND OVER IN LENGTH	30 POUNDS PER LINEAR FOOT OF TOTAL LENGTH.
BOAT TRAILERS ANY LENGTH	75 POUNDS PER LINEAR FOOT OF TOTAL LENGTH.
SAILBOATS 14 FT AND OVER IN LENGTH	125 POUNDS PER LINEAR FOOT OF TOTAL LENGTH.
TRAVEL CAMPER TRAILERS/MINI MOBILE HOMES (OTHER THAN UTILITY AND POP-UP TRAILERS)	300 POUNDS PER LINEAR FOOT OF TOTAL LENGTH

- (a) This weight additive WILL NOT APPLY to boats, canoes, skiffs, light rowboats, kayaks or sailboats of less than 14 feet in length, nor on dinghies or sculls of any size.
- (b) When shipment contains two or more articles subject to the weight additive, the total weight additives for that shipment will be the sum of the individual additives for each bulky article calculated separately.
- (c) In determining lengths for the purpose of this item, all fractions of a foot will be disregarded.
- (d) The length of boats, canoes, skiffs, light rowboats, kayaks or sailboats shall be determined by the straight center line distance between the top center point of the transom and a point perpendicular with the foremost part of the bow. Manufacturers "length overall" or "center line length" shall apply as the correct length for the purposes of this item in lieu of physical measurements by carrier.
- (e) The length of boat trailers shall be the straight center line distance from a point equal to the rearmost part of the trailer to foremost part of the trailer tongue. Manufacturers "length overall" shall apply as the correct length for the purpose of this item in lieu of physical measurement by carrier.
- (f) The bulky article charge of the weight additive WILL APPLY for the following items, tendered either whole or in a disassembled or partially disassembled condition: automobiles, trucks, vans, dune buggies, all terrain and specialty motor vehicles, motorcycles, boats canoes, skiffs, sailboats, boat trailers, tractors, riding mowers, snowmobiles, riding golf carts, trailers campers, airplanes and gliders.
- (g) To determine the cubic feet of an article, measure the greatest height, width and depth.

Fractions of a foot will be disposed of as follows:

6 inches or more will be increased to a foot.

Less than 6 inches will be dropped.

EXAMPLE: Articles greatest measurements are 9 feet 2 inches by 3 feet 7 inches by 5 feet 9 inches. Multiply 9 feet times 4 feet, times 6 feet= 216 cubic feet.

EXCEPTION: This item WILL NOT APPLY when shipper orders Exclusive Use of Vehicle under Rule 5 or to Shipments on Tour under Rule 18.

RATES AND CHARGES FOR ACCESSORIAL SERVICES

ITEM #	SERVICE	PER	RATES
105	LADEN FREEZER Handling Charge for food occupied freezers of any size. (Charges are in addition to flight carry charges.)	FLAT CHARGE	\$ 51.75
106	Front Load Washer with Carrier provided Kit	EACH	\$50.00
	Front Load Washer without Kit	EACH	\$35.00
110	PACKING AND UNPACKING Rates include packing, the use of packing containers and materials from origin to destination and unpacking. Rates do not include unpacking when: 1) Shipper elects not to have unpacking performed and elects to retain the containers and specifically direct carrier or its agent no to perform unpacking. 2) Shipper elects not to have unpacking performed at time of delivery and specifically so directs carrier its agent. 3) Shipment is delivered to warehouse is for (except where delivery to warehouse is for STORAGE-IN-TRANSIT periods as provided in applicable rules.)		
	BARRELS: Barrel, drum, or specially designed fiber container (for use in lieu of barrel or drum) not less than 5 cu. ft. capacity	EACH	\$ 36.75
	CARTONS:		
	1 ½ CU. FT. (NOT LESS THAN 200 LB TEST)	EACH	\$ 8.50
	3 CU. FT. (NOT LESS THAN 200 LB TEST)	EACH	\$ 13.00
	4 ½ CU. FT. (NOT LESS THAN 200 LB TEST)	EACH	\$ 16.00
	6 CU FT. (NOT LESS THAN 200 LB TEST)	EACH	\$ 18.00
	6 ½ CU. FT. (NOT LESS THAN 200 LB TEST) NOTE: When cartons of more than 1 ½ cu. ft. capacity are used, and rate is not shown for the size carton used, charges shall be based on rate for the next lower size carton shown. Length, width and depth by cubical content must be shown on all cartons.	EACH	\$ 20.50
	WARDROBE CARTON (not less than 10 cu. ft.)	EACH	\$ 17.75
	CRIB MATTRESS	EACH	\$ 9.00
	SINGLE MATTRESS (not exceeding 39" X 75")	EACH	\$ 14.50
	DOUBLE MATTRESS (not exceeding 54" X 75")	EACH	\$ 16.50
	KING/QUEEN MATTRESS (not exceeding 54" X 75")	EACH	\$ 26.00
	KING SINGLE (39" X 80")	EACH	\$ 17.75
	CORRUGATED MIRROR CARTONS: (Specially designed or constructed for mirrors, paintings, glass or marble tops and similar fragile articles)	EACH	\$ 28.00
	CORRUGATED GRANDFATHER CLOCK CARTON	EACH	\$ 31.75
	CORRUGATED CARTONS: (Double or Tri-Wall thick cartons)		
	4.0 cu. ft. or less	EACH	\$ 24.00
	OVER 4.0 cu. ft. but less than 7 cu. ft.	EACH	\$ 31.75
	OVER 7.0 cu. ft. but less than 14 cu. ft.	EACH	\$ 38.00
	CRATES: (Other than corrugated, specially constructed for mirrors,		

	paintings, glass or marble tops and similar fragile articles.		
	GROSS MEASUREMENT OF CRATE /CONTAINER	EACH	\$ 9.75
	SOLID SIDE CRATES	ADDITIONAL	\$2.00/CU/FT
	MINIMUM SOLID CRATE	EACH	\$75.00
	MINIMUM CHARGE PER CRATE	EACH	\$ 55.00
116	PLASMA TV UNDER 55"	EACH	\$150.00
115	WRAPPING AND/OR METAL BANDING (When requested by shipper). (Rugs, footlockers, trucks, etc.) NOTE: This item will not apply when Rule 18 is employed as basis for computing charges for Shipments on Tour.	EACH	\$ 7.55
120	EXTRA PICK-UP OR DELIVERY: Each stop necessary for making additional pick-ups or deliveries after first stop at point of origin and/or point of destination. NOTE: This charge shall apply to stops made en-route between origin and destination	EACH	\$ 58.75
130	LABOR CHARGES: Covers all accessorial services for which no charges are otherwise provided in the tariff when such services are requested by shipper, per man, during normal hours.	EACH	\$ 22.45
135	OVERTIME LABOR CHARGES: Accessorial services for which no charges are otherwise provided in the tariff when such services are requested by the shipper and during the hours and on the days as listed below, per man: (a) Between 5 p.m. and 8 a.m. except Saturday, Sunday Holidays (b) During any hour Saturday and Sunday. (c) During any hour on the following holidays. New Years Day 4 th of July Labor Day Thanksgiving Christmas	MAN HOUR	\$ 34.00
140	PIANO OR ORGAN CARRY CHARGES: (SEE NOTE)		
	HANDLING CHARGE FOR: Pipe organs and all types of pianos (except Spinets) or Game or Pool Tables: Exceeding 400 pounds and 38" high (Charge in addition to the flight charge carry)	FLAT CHARGE	\$ 81.50
	HANDLING CHARGE FOR: Grand Piano (Charge in addition to the flight charge carry)	FLAT CHARGE	\$128.40
	HANDLING CHARGE FOR: All other types of Organ and Spinet Pianos less than 38" high. (Charge in addition to the flight charge carry)	FLAT CHARGE	\$ 40.80
	INSIDE A BUILDING FLIGHT CHARGE	1ST FLIGHT	\$ 31.55
	EACH ADDITIONAL FLIGHT	PER FLIGHT	\$ 14.40
	OUTSIDE A BUILDING FLIGHT CHARGE 1ST Flight (8 but not over 20 steps)	1ST FLIGHT	\$ 28.50
	EACH ADDITIONAL STEP OVER 20 STEPS	PER STEP	\$ 0.80
	NOTE: (a) Inside a building, the steps from one floor or story to the next floor or story will be considered one flight. If an elevator is employed it will be considered one flight. (b) Outside a building, the first flight shall consist of 8 but not more than 20 steps. Steps less than 8 will not be considered a flight. (Flight		

	carry charge applies each time a service is rendered; handling charge applies once per shipment for each piano or organ.		
150	<p>WAITING TIME: Loading and unloading will be done between the hours of 8 a.m. and 5 p.m. unless otherwise provided by agreement.</p> <p>NOTE A: Waiting time charges in this item apply to carrier's vehicle <u>ONLY</u>. Waiting time for personnel will be subject to the hourly charge contained in Item 130 or 135 for delay not the fault of the carrier, as follows.</p> <p>(a) Where shipment is moving within the State of South Carolina the carrier will not charge for waiting time until one hour has passed. (1 hour free time)</p> <p>(b) Shipment on Tour, defined in Rule 18, charge will be for waiting time only as it exceeds 24 hours after unloading.</p> <p>NOTE B: This charge is not applicable on Sundays, EXCEPT when pick-up or delivery on Sunday is requested by shipper. This charge is not applicable on national or state holidays, EXCEPT when pick-up or delivery on a holiday is requested by shipper, or when the waiting time period applies the day before and the day after such holiday</p>	VEHICLE HOUR	\$ 47.55
155	<p>AUXILIARY SERVICE, necessary for pick-up or delivery EXCEPT as provided in ITEM 150 (applied only in connection with RULE 30 for all auxiliary pick-up or delivery services by the shipper.</p> <p>PER ADDITIONAL VEHICLE</p> <p>LABOR CHARGES: For rates to apply see Item 130 and Item 135</p>	VEHICLE HOUR	\$ 47.55
160	<p>OVERTIME LOADING AND UNLOADING (SEE NOTE 1)</p> <p>An additional charge for each overtime loading and for each overtime unloading will be:</p> <p>NOTE 1: Charge will be based on actual weight subject to a 1,000 (one thousand) pound minimum</p> <p>NOTE 2: Other than regular hours or days are as follows: Between 5 p.m. and 8 a.m., EXCEPT Saturday, Sunday and holidays. During any hour on Saturday. During any hour on Sunday. During any hour on the following holidays: New Year's Day 4th of July Labor Day Thanksgiving Christmas</p> <p>NOTE 3: BILL OF LADING AND FREIGHT BILL to be marked or stamped as follows: <i>Loading requested or required after regular hours or days—Unloading requested or required after regular hours or days.</i></p>	CWT	\$ 2.70

	NOTE 4: This item will not apply when RULE 18 is employed as basis for computing charges for Shipments on Tour.		
170	<p>ELEVATOR OR STAIR CARRY CHARGE: Involved in Pick-up or Delivery</p> <p>ELEVATORS: (except for single family dwellings) Where Pick-up or Delivery involved use of adequate elevator service up or down one or more flights, a charge will be assessed,</p> <p>ONE OR MORE FLIGHTS AT ORIGIN ONE OR MORE FLIGHTS AT DESTINATION</p> <p>STAIRS: (Inside a Building, except for single family dwellings) Where Pick-up or Delivery involved carriage up or down one or more flights of stairs, a charge will be assessed,</p> <p>PER FLIGHT AT ORIGIN PER FLIGHT AT DESTINATION</p> <p>STAIRS: (Outside a building, includes single family dwellings) Where Pick-up or Delivery involved carriage up or down one own one or more flights of stairs attached to a building, a Charge will be assessed.</p> <p>PER FLIGHT AT ORIGIN PER FLIGHT AT DESTINATION</p> <p>NOTES:</p> <p>1. One inside flight shall mean from one complete floor above a floor. Outside a building, the first flight shall consist of 8 but not more than 20 steps. Steps less than 8 will not be considered a flight.</p>	<p>CWT CWT</p> <p>CWT CWT</p> <p>CWT CWT</p>	<p>\$ 1.90 \$ 1.90</p> <p>\$ 1.25 \$ 1.25</p> <p>\$ 1.25 \$ 1.25</p>
180	<p>LONG CARRY</p> <p>Excessive Distances where pick-up or delivery involves one or more extra carry, a charge will be assessed.</p> <p>PER EACH EXTRA CARRY AT ORIGIN PER EACH EXTRA CARRY AT DESTINATION</p>	<p>CWT CWT</p>	<p>\$ 1.25 \$ 1.25</p>
	<p>NOTES: An extra carry means each carriage of 50 feet or fraction thereof after the first 75 feet (not including) elevator or stair distance for which charges herein apply. Between vehicle and:</p> <p>(a) The entrance door of a detached single family dwelling, or</p> <p>(b) The applicable individual apartment or office entrance door within multiple occupancy building.</p> <p>(c) The excessive distance carry charge will be based on the actual weight of the shipment.</p>		

ITEM 300**RATES PER HOUR**
(On services with mileage from 0-30)
HOUSEHOLD GOODS

CATEGORY	RATE PER HOUR	OVERTIME RATE PER HOUR
VAN (to include any size vehicle use to perform service)	\$42.80	\$42.80
DRIVER	\$32.10	\$48.45
HELPER (and each additional man)	\$23.60	\$35.70
SUPERVISOR	\$42.80	\$51.40
FORK LIFT	\$42.80	\$42.80

NOTE A - ONE HOUR TRAVEL TIME WILL APPLY, EXCEPT AS PROVIDED IN NOTE (D).

NOTE B - A TWO HOUR MINIMUM CHARGE PLUS TRAVEL TIME WILL APPLY EXCEPT AS PROVIDED IN NOTE (C).

NOTE C - A THREE HOUR MINIMUM CHARGE PLUS TRAVEL TIME WILL APPLY FROM MAY 15 THROUGH SEPTEMBER 15.

NOTE D - TWO HOUR TRAVEL TIME SHALL BE CHARGED ON SHIPMENTS IN THE HILTON HEAD ISLAND, KIAWAH ISLAND, SEABROOK ISLAND, AND MONCK'S CORNER AREAS.

The provisions of the following items or rules shall not apply when using hourly rates described in Item 300:
4,5,6,7,18,23,24,25,27,32,100,120,1130,135,140,150,155,160,170,180.

SHORTCUTS:

VAN & 2 = \$98.50

VAN & 3 = \$122.10

VAN & 4 = \$145.70

TRANSPORTATION RATE SCHEDULE

Rates are in dollars and cents per 100 (one hundred) pounds applied to actual weight (subject to minimum weight as provided in applicable rules), on shipments when released to a value not exceeding 60 (sixty) cents per pound per article. This includes loading and unloading as well as, the actual transportation of property from origin to destination, but does not include ADDITIONAL CHARGES.

Whereby use of the next higher group would result in lower charges, the lowest charges would apply.

FOR ANY SHIPMENTS GOING 0 - 30 MILES REFER TO ITEM 300

MILES	1,000 lbs to 1,999 lbs Incl.	BREAK POINT	2,000 lbs to 3,999 lbs Incl.	BREAK POINT	4,000 lbs to 7,999 lbs Incl.	BREAK POINT	8,000 lbs to 11,999 lbs Incl.	BREAK POINT	12,000 lbs and Over
31-40	\$35.45	1662	\$29.45	3396	\$25.00	6301	\$19.70	10198	\$16.75
41-50	\$37.05	1660	\$30.75	3333	\$25.65	6304	\$20.20	10203	\$17.20
51-60	\$38.30	1658	\$31.75	3385	\$26.85	6290	\$21.10	10198	\$17.90
61-70	\$40.50	1616	\$32.75	3366	\$27.55	6332	\$21.80	10199	\$18.55
71-80	\$41.00	1663	\$34.10	3326	\$28.35	6397	\$22.65	10203	\$19.25
81-90	\$41.60	1674	\$34.80	3319	\$28.90	6564	\$23.70	10197	\$20.15
91-100	\$43.40	1656	\$35.95	3285	\$29.50	6628	\$24.45	10202	\$20.80
101-110	\$44.50	1670	\$37.15	3243	\$30.15	6672	\$25.15	10198	\$21.40
111-120	\$45.45	1679	\$38.15	3217	\$30.70	6680	\$25.65	10201	\$21.80
121-130	\$47.25	1671	\$39.45	3186	\$31.45	6727	\$26.40	10199	\$22.45
131-140	\$48.35	1686	\$40.75	3115	\$31.75	6817	\$27.05	10200	\$23.00
141-150	\$49.65	1662	\$41.25	3150	\$32.50	6783	\$27.55	10199	\$23.40
151-160	\$51.35	1666	\$42.80	3111	\$33.30	6813	\$28.35	10202	\$24.10
161-170	\$51.90	1672	\$43.40	3073	\$33.35	6933	\$28.90	10200	\$24.60
171-180	\$53.30	1645	\$43.85	3177	\$34.80	6837	\$29.75	10198	\$25.30
181-190	\$54.95	1631	\$44.80	3190	\$35.75	6784	\$30.30	10200	\$25.75
191-200	\$56.50	1604	\$45.30	3193	\$36.20	6840	\$30.95	10201	\$26.30
201-220	\$58.40	1600	\$46.75	3186	\$37.25	6819	\$31.75	10200	\$27.00
221-240	\$59.90	1604	\$48.05	3172	\$38.10	6898	\$32.85	10200	\$27.95
241-260	\$60.40	1642	\$49.60	3128	\$38.80	6917	\$33.50	10200	\$28.50
261-280	\$61.35	1686	\$51.80	3064	\$39.65	7016	\$34.75	10198	\$29.60
281-300	\$62.85	1650	\$51.85	3143	\$40.75	6958	\$35.45	10198	\$30.15
301-320	\$64.10	1659	\$53.15	3168	\$42.10	7038	\$37.05	10201	\$31.50
321-340	\$65.20	1674	\$54.60	3140	\$42.85	7009	\$37.55	10199	\$31.90
341-360	\$67.30	1655	\$55.70	3166	\$44.10	7036	\$38.80	10201	\$33.00
361-380	\$68.80	1661	\$57.10	3157	\$45.10	7036	\$39.65	10199	\$33.70

ITEM 190

FUEL COST PRICE ADJUSTMENT (SURCHARGE)

The fuel surcharge to be charged on shipments 30 miles or less will be a flat \$30.00 per truck per day.

The following percentage Fuel-Related Cost Price Adjustment (Surcharge) will apply on line-haul transportation charges on shipments that are 31 miles or more and transportation charges on shipments picked up and delivered into storage-in-transit, as described below:

1. On the first Monday of each calendar month, the South Carolina average price per gallon of diesel fuel will be determined.
2. If the first Monday of the month is a federal holiday, the price will be determined based on the price available on the next subsequent business day (Tuesday).
3. The fuel price obtained will then be indexed based on the fuel price/adjustment factor matrix set forth in this item to determine the Fuel Cost Price Adjustment that will become applicable on the fifteenth (15th) day of the month. The adjustment determined will apply for shipments loaded beginning on the 15th of the month and remain in effect through the 14th day of the subsequent following month starting from the effective date of this item.

For example, if the reported price of self-service diesel fuel determined on Monday, June 5, 2000 is \$1.259 per gallon, a two (2.0%) percent Fuel Cost Price Adjustment will apply for shipments loaded as of June 15, 2000 through July 14, 2000. Then, if the reported price of diesel fuel on Monday, July 3, 2000 increases to \$1.379 per gallon, a three (3%) percent Fuel Cost Price Adjustment will apply for shipments loaded as of July 15, 2000 through August 14, 2000.

4. To determine the Fuel Cost Adjustment amount to apply, multiply the applicable line-haul transportation charges as determined in accordance with Item 300 or applicable transportation rate schedule, and the applicable pickup and delivery transportation charges on the Storage-In-Transit shipments as determined in accordance with Rule 16-4 of this tariff, by the percentage Fuel Cost Adjustment Factor. The resulting charge is in addition to all other applicable transportation charges.

For example, if the applicable line-haul transportation charge is \$1,080.00 a two (2.0%) percent Fuel Cost Adjustment Factor would be \$21.60.

When the DOE Fuel Price per Gallon reported on the first Monday of the month is:	The Fuel Cost Adjustment Factor that becomes effective on the 15 th day of the same month is:
Less than \$1.40	0%
From \$1.40 to \$1.549	1.0%
From \$1.55 to \$1.699	2.0%
From \$1.70 to \$1.849	3.0%
From \$1.85 to \$1.999	4.0%
From \$2.00 to \$2.149	5.0%
From \$2.15 to \$2.299	6.0%
From \$2.30 to \$2.449	7.0%
From \$2.45 to \$2.599	8.0%
From \$2.60 to \$2.749	9.0%
From \$2.75 to \$2.899	10.0%

From \$2.90 to \$3.049	11.0%
From \$3.05 to \$3.199	12.0%
From \$3.20 to \$3.349	13.0%
From \$3.35 to \$3.499	14.0%
From \$3.50 to \$3.649	15.0%
From \$3.65 to \$3.799	16.0%
From \$3.80 to \$3.949	17.0%
From \$3.95 to \$4.099	18.0%
From \$4.10 to \$4.249	19.0%
From \$4.25 to \$4.399	20.0%
From \$4.40 to \$4.549	21.0%
From \$4.55 to \$4.699	22.0%
From \$4.70 to \$4.849	23.0%
From \$4.85 to \$4.999	24.0%
Over \$4.999	(See Note 1)

Note 1: If the DOE fuel price per gallon exceeds \$4.999, the twenty-four (24.0%) percent fuel surcharge herein, will be increased by an additional **one (1.0%) percent** for every fifteen (\$0.15) cents (or fraction thereof), per gallon increase in the price above \$4.999 per gallon.

Note 2: Notwithstanding any other provisions of the tariff, the Fuel Cost Adjustment Factor WILL APPLY to transportation charges applicable on storage-in-transit shipments when such shipments are delivered to or removed from the storage-in-transit location during the period that the Fuel Cost Adjustment Factor is in effect.

Note 3: The Fuel Cost Adjustment Factor WILL BE SHOWN SEPARATELY from the line-haul revenue on carrier transportation documents for the purpose of identifying the amount as special fuel-related revenue.

Note 4: Fractions obtained in the calculation of the Fuel Cost Adjustment Factor will be disposed of as provided in Rule 21 of this tariff.

UNIFORM HOUSEHOLD GOODS BILL OF LADING AND FREIGHT BILL

IN CASE OF NEED: CONTACT TRAFFIC CONTROL MGR. AT ABOVE ADDRESS OR TELEPHONE NUMBER

REFER TO THIS REG. NO. 
 SHIPPER _____
 ADDRESS _____
 FLOOR _____ ELEV. _____ TEL. _____
 CITY _____ STATE _____

NOTIFICATION OF WEIGHT & CHARGES

SHIPPER REQUESTS NOTIFICATION OF ACTUAL WEIGHT & CHARGES TO PARTY SHOWN BELOW ☐

NOTIFY _____ TEL. _____

ADDRESS _____

RECEIVED
SUBJECT TO

ROUTING

CONSIGNEE TO _____

ADDRESS _____

FLOOR _____ ELEV. _____ TEL. _____

CITY _____ STATE _____

PREFERRED DELIVERY DATE(S)
OR PERIODS OF TIME _____
**ALL CHARGES ARE TO BE PAID IN CASH, MONEY ORDER, OR
 CERTIFIED CHECK BEFORE CARRIER DELIVERS OR RELINQUISHES
 POSSESSION UNLESS INDICATED BY CARRIER. PERSONAL CHECK
 WILL NOT BE ACCEPTED.**
GENERAL
CONDITIONS:

RATES, RULES AND REGULATIONS IN

TARIFF _____ SEC. _____

INVOICING

GOV'T. B/L No _____

BILL CHARGES TO _____

 THIS SHIPMENT WILL MOVE SUBJECT TO
 THE RULES AND CONDITIONS OF THE
 CARRIER & TARIFF. ALL TERMS PRINTED OR
 STAMPED HEREON OR ON THE REVERSE
 SIDE HEREOF SHIPPER HEREBY RELEASES
 THE ENTIRE SHIPMENT TO A VALUE NOT
 EXCEEDING THE CARRIER'S LI-
 ABILITY FOR LOSS AND DAMAGE WILL BE .60
 PER LB. PER ARTICLE UNLESS A GREATER
 AMOUNT IS SPECIFIED BY THE SHIPPER.
SIGNED _____
Shipper _____ Date _____

TIME RECORD

START _____

FINISH _____

AM AM Customer Initials

PM PM Customer Initials

JOB HOURS _____

TRAVEL TIME _____

TOTAL HOURS _____

TRANSPORTATION SERVICES
HOURLY CHARGE

STRAIGHT TIME

____ VAN(S) ____ MEN ____ HOURS AT \$ ____ PER HR.

OVERTIME SERVICES

____ VAN(S) ____ MEN ____ HOURS AT \$ ____ PER HR.

TRAVEL TIME HOURS at \$ _____

OTHER CHARGES _____

OTHER CHARGES _____

PACKING _____

INSURANCE _____

TOTAL

WEIGHT AND SERVICES

☐ SPACE RES. _____ CU. FT.

EXPEDITED SERVICE ORDERED BY SHIPPER DELIVERED ON OR BEFORE

☐ EXCL. USE OF VEH. _____ CU. FT.

GROSS _____ TARE _____ NET _____

TRANSPORTATION _____ MILES _____

ADD'TL. LIAB. CHG. (PER SHIPMENT CHARGE) _____

ADD'TL. TRANS. (SURCHARGE) _____ ☐ ORIG. ☐ DEST. _____

EXTRA PICKUPS OR DELIVERIES: NO. _____ BY _____

AT _____

EXCESSIVE CARRY _____ ELEVATOR _____ STAIRS _____

PIANO HANDLING: OUT _____ IN _____ HOIST _____

ADD'TL. LABOR _____ MEN FOR _____ MAN HOURS _____

WAREHOUSE HANDLING _____

TRANSIT STORAGE: FROM _____ TO _____

S.I.T. VALUATION CHARGE _____

APPLIANCE SERVICES

ORIGIN DUE _____

DEST. DUE _____

OTHER CHARGES

CARTAGE: TO WHSE ☐, FROM WHSE ☐, ORIG ☐, DEST ☐ MI _____

BARRÉLS _____ 5 _____

CARTONS _____ LESS THAN 1 1/2 _____

CARTONS _____ 1 1/2 _____

CARTONS _____ 3 _____

CARTONS _____ 4 1/2 _____

CARTONS _____ 6 _____

CRIB MATTRESS _____

WARDROBES (USE OF) _____

MATTRESS CARTON NOT EXCEEDING 39 X 75 _____

MATTRESS CARTON NOT EXCEEDING 54 X 75 _____

MATTRESS CARTON EXCEEDING 54 X 75 _____

CRATES _____ MIRROR CARTONS _____

TOTAL PACKING _____

TOTAL CHARGES ☐ CHGE ☐ PPD ☐ C.O.D. ☐ G.B.L. TOTAL CHARGES _____

PREPAYMENT: COLLECTED BY _____

BALANCE DUE: COLLECTED BY _____

 DELIVERY ACKNOWLEDGEMENT: SHIPMENT WAS RECEIVED IN GOOD CONDITION EXCEPT AS NOTED ON INVENTORY, AND SERVICES
 ORDERED WERE PERFORMED.
 DECD FOR STORAGE CONSIGNEE

CONTRACT TERMS AND CONDITIONS

Sec. 1. (a) The carrier or party in possession of any of the property herein described shall be liable as at common law for any loss thereof or damage thereto, except as herein after provided.

(b) No carrier or party in possession of all or any of the property herein described shall be liable for any loss thereof or damage thereto or delay caused by the act of God, the public enemy, the acts of public authority, quarantine, riots, strikes, perils of navigation, the act or default of the shipper or owner, the nature of the property or defect or inherent vice therein. Except in case of negligence of the carrier or party in possession, no carrier or party in possession of all or any of the property herein described shall be liable for the loss or damage thereto or responsible for its condition, operation or functioning, whether or not such property or any part of it is packed, unpacked, or packed and unpacked by the shipper or its agent or the carrier or its agent. Except in case of negligence of the carrier or party in possession, no carrier or party in possession of all or any of the property herein described shall be liable for damage to or loss of contents of pieces of furniture, crates, bundles, cartons, boxes, barrels or other containers unless such contents are open for the carrier's inspection and then only for such articles as are specifically listed by the shipper and receipted for by the carrier or its agent.

(c) Except in case of negligence of the carrier or party in possession, the carrier or party in possession of any of the property herein described shall not be liable for delay caused by highway obstruction, or faulty or impassable highway, or lack of capacity of any highway, bridge, or ferry, or caused by breakdown or mechanical defect of vehicles or equipment.

(d) Except in case of negligence of the carrier or party in possession the carrier or party in possession shall not be liable for loss, damage, or delay occurring while the property is stopped and held or stored in transit upon request of the shipper, owner, or party entitled to make such request, whether such request was made before or after the carrier comes into possession of the property.

(e) In case of quarantine the property may be discharged at the risk and expense of the owners into quarantine depot or elsewhere, as required by quarantine regulations, or authorities, and in such case, carrier's responsibility shall cease when the property is so discharged, or property may be returned by carrier at owner's expense to shipping point earning charges both ways. Quarantine expenses of whatever nature or kind upon or in respect to property shall be borne by the owners of the property or be a lien thereon. The carrier shall not be liable for loss or damage occasioned by fumigation or disinfection or other acts done or required by quarantine regulations or authorities even though the same may have been done by carrier's officers, agents, or employees, nor for detention, loss, or damage of any kind occasioned by quarantine or the enforcement thereof. No carrier shall be liable, except in case of negligence, for any mistake or inaccuracy in any information furnished by the carrier, its agents, or officers, as to quarantine laws or regulations. The shipper shall hold the carriers harmless from any expense they may incur, or damages they may be required to pay, by reason of the introduction of the property covered by this contract into any place against the quarantine laws or regulations in effect at such place.

Sec. 2. (a) No carrier is bound to transport said property by any particular schedule, vehicle, train or vessel or otherwise than with reasonable dispatch. Every carrier shall have the right in case of physical necessity to forward said property by any carrier or route between the point of shipment and the point of destination. In all cases not prohibited by law, where a lower value than actual value has been represented in writing by the shipper or has been agreed upon in writing as the released value of the property as determined by the classification or tariffs upon which the rate is based, such lower value shall be the maximum amount to be recovered, whether or not such loss or damage occurs from negligence.

(b) As a condition precedent to recovery, claims must be filed in writing with the receiving or delivering carrier, or carrier issuing this bill of lading, or carrier in possession of the property when the loss, damage, injury or delay occurred, within 90 days after delivery of the property (or in case of export traffic, within nine months after delivery at port of export) or, in case of failure to make delivery, then within nine months after a reasonable time, for delivery has elapsed; and suits shall be instituted against any carrier only within two years and one day from the day when notice in writing is given by the carrier to the claimant that the carrier has disallowed the claim or any part or parts thereof specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, no carrier hereunder shall be liable, and such claims will not be paid.

(c) Any carrier or party liable on account of loss or damage to any of said property shall have the full benefit of any insurance that may have been effected upon or on account of said property so far as this shall not avoid the policies or contracts of insurance; provided that the carrier reimburse the claimant for the premium paid thereon.

Sec. 3. Except where such service is required as the result of carrier's negligence, all property shall be subject to necessary coorage, packing and repacking at owner's cost.

Sec. 4. (a) Property not received by the party entitled to receive it within the free time (if any) allowed by tariffs lawfully on file (such free time to be computed as therein provided) after notice of the arrival of the property at destination or at the port of export (if intended for export) has been duly sent or given, and after placement of the property for delivery at destination, or at the time tender of delivery of the property to the party entitled to receive it or at the address given for delivery has been made, may be kept in vehicle, warehouse or place of business of the carrier, subject to the tariff charge for storage and to carrier's responsibility as warehouseman, only, or at the option of the carrier, may be removed to and stored in a warehouse at the point of delivery or at other available points, at the cost of the owner, and there held without liability on the part of the carrier, and subject to a lien for all transportation and other lawful charges, including a reasonable charge for storage. In the event the consignee can not be found at the address given for delivery, then in that event, notice of the placing of such goods in warehouse shall be left at the address given for delivery and mailed to any other address given on the bill of lading for notification, showing the warehouse in which such property has been placed, subject to the provisions of this paragraph.

(b) Where nonperishable property which has been transported to destination hereunder is refused by consignee or the party entitled to receive it upon tender of delivery or said consignee or party entitled to receive it fails to receive it or claim it within 15 days after notice of arrival of the property at destination shall have been duly sent or given, the carrier may sell the same at public auction to the highest bidder, at such place as may be designated by the carrier; provided, that the carrier shall have first mailed, sent, or given to the consignee notice that the property has been refused or remains unclaimed, as the case may be, and that it will be subject to sale under the terms of the bill of lading if disposition be not arranged for, and shall have published notice containing a description of the property, the name of the party to whom consigned, and the time and place of sale, once a week for two successive weeks, in a newspaper of general circulation at the place of sale or nearest place where such newspaper is published; provided, that 30 days shall have elapsed before publication of notice of sale after said notice that the property was refused or remains unclaimed was mailed, sent, or given.

(c) Where perishable property which has been transported hereunder to destination is refused by consignee or party entitled to receive it, or consignee or party entitled to receive it shall fail to receive it promptly, the carrier may, in its discretion, to prevent deterioration or further deterioration, sell the same to the best advantage at private or public sale; provided, that if there be time for service of notification to the consignee or owner of the refusal of the property or the failure to receive it and request for disposition of the property, such notification shall be given, in such manner as the exercise of due diligence requires, before the property is sold.

(d) Where the procedure provided for in the two paragraphs last preceding is not possible, it is agreed that nothing contained in said paragraphs shall be construed to abridge the right of the carrier at its option to sell the property under such circumstances and in such manner as may be authorized by law.

(e) The proceeds of any sale made under this section shall be applied by the carrier to the payment of advances, tariff charges, packing, storage, and any other lawful charges and the expense of notice, advertisement, sale, and other necessary expense and of caring for and maintaining the property, if proper care of the same requires special expense; and should there be a balance, it shall be paid to the owner of the property sold hereunder.

(f) Where the carrier is directed to load property from (or render any services at) a place or places at which the consignee or his agent is not present, the property shall be at the risk of the owner before unloading.

Where the carrier is directed to unload or deliver property (or render any services) at the place or places at which the consignee or its agent is not present, the property shall be at the risk of the owner after unloading or delivery.

Sec. 5. No Carrier hereunder will carry or be liable in any way for any documents, specie, or for any articles of extraordinary value not specifically rated in the published classifications or tariffs unless a special agreement to do so and a stipulated value of the articles are endorsed hereon.

Sec. 6. Explosives or dangerous goods will not be accepted for shipment. Every party whether principal or agent shipping such goods shall be liable for and indemnify the carrier against all loss or damage caused by such goods and carrier will not be liable for safe delivery of the shipment.

Sec. 7. The owner or consignee shall pay the advances tariff charges, packing and storage, if any, and all other lawful charges accruing on said property; but, except in those instances where it may lawfully be authorized to do so, no carrier shall deliver or relinquish possession at destination of the property covered by this bill of lading until all tariff rates and charges thereon have been paid. The consignee shall be liable for the advances, tariff charges, packing, storage and all other lawful charges, except that if the consignee stipulates, by signature, in the space provided for that purpose on the face of this bill of lading that the carrier shall not make delivery without requiring payment of such charges said the carrier, contrary to such stipulation, shall make delivery without requiring such payment, the consignee (except as hereinafter provided) shall not be liable for such charges; provided, that, where the carrier has been instructed by the shipper or consignee to deliver said property to a consignee other than the shipper or consignee, such consignee shall not be legally liable for transportation charges in respect of the transportation of said property (beyond those billed against him at the time of delivery for which he is otherwise liable) which may be found to be due after the proper property has been delivered to him, if the consignee is an agent only and has no beneficial title in said property, and, (b) prior to delivery of said property has notified the delivering carrier in writing of the fact of such agency and absence of beneficial title, and, in the case of a shipment reconsignee or diverted to a point other than that that specified in the original bill of lading, has also notified the delivering carrier in writing of the name and address of the beneficial owner of said property; and in such cases the shipper or consignee, or, in the case of a shipment so reconsignee or diverted, the beneficial owner, shall be liable for such additional charges. If the consignee has given to the carrier erroneous information as to who the beneficial owner is, such consignee shall himself be liable for such additional charges. Nothing herein shall limit the right of the carrier to require at time of shipment, the prepayment of the charges. If upon inspection it is ascertained that the articles shipped are not the those described in this bill of lading, the advances or tariff charges must be paid upon the articles actually shipped.

Sec. 8. If this bill of lading is issued on the order of the shipper, or his agent, in exchange or in substitution for another bill of lading, the shipper's signature to the prior bill of lading as to the statement of value or otherwise, or election for common law or bill of lading liability, in or in connection with such prior bill of lading, shall be considered a part of this bill of lading as fully as if the same were written or made in or in connection with this bill of lading.

Sec. 9. Any alteration, addition or erasure in this bill of lading which shall be made without the special notification hereon of the agent of the carrier issuing this bill of lading shall be without effect and this bill of lading shall be enforceable according to its original tenor.